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CARSON INDUSTRIES, INC.  
8

9 **UNITED STATES DISTRICT COURT**  
10 **NORTHERN DISTRICT OF CALIFORNIA**  
11

12 CARSON INDUSTRIES, INC., a South  
Carolina corporation,

13 Plaintiff,  
14

15 v.

16 AMERICAN TECHNOLOGY  
NETWORK, CORP., a California  
corporation, dba American Technologies  
17 Network, American Technologies  
Network, Corp., and ATN Corp.,  
18

19 Defendant.  
20

Case No. 3:14-cv-01769

**COMPLAINT FOR:**

**(1) BREACH OF CONTRACT**

**(2) COMMON COUNT – OPEN  
BOOK ACCOUNT**

**(3) COMMON COUNT – ACCOUNT  
STATED**

**(4) COMMON COUNT – GOODS  
AND SERVICES PROVIDED**

**DEMAND FOR JURY TRIAL**

21 Plaintiff CARSON INDUSTRIES, INC. ("Plaintiff") alleges as follows:  
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23

**THE PARTIES**

24 1. Plaintiff is and at all times herein mentioned was a South Carolina  
25 corporation in good standing with its principal place of business located in Alpharetta,  
26 Georgia.  
27  
28

1                   2.       Defendant AMERICAN TECHNOLOGY NETWORK, CORP.,  
2 (“ATN” or “Defendant”) is a California corporation authorized to do, and doing business  
3 in this district in the County of San Mateo, California. ATN does business under the  
4 names American Technologies Network, American Technologies Network, Corp., and  
5 ATN Corp. Its principal place of business is in South San Francisco, California.

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7                                   **JURISDICTION AND VENUE**

8                   3.       The Court has jurisdiction of this action under 28 U.S.C. § 1332(a)(3),  
9 in that the amount in controversy is more than \$75,000, and this action is between citizens  
10 of different States in which citizens or subjects of a foreign state are additional parties.  
11 Plaintiff is a citizen of South Carolina; Defendant ATN is a citizen of a different state,  
12 California.

13  
14                   4.       Venue of this action in this District is proper under 28 U.S.C. §  
15 1391(a), in that ATN is a California corporation having its principal place of business in  
16 this District and the events giving rise to the claims asserted herein took place in this  
17 District.

18  
19                                   **GENERAL ALLEGATIONS**

20                   5.       Plaintiff sells components for night vision sights and goggles. ATN  
21 placed orders with Plaintiff for components in 2010 and 2011. Plaintiff invoiced ATN for  
22 \$527,516 on December 17, 2010 and for an additional \$3,250 on March 15, 2011.

23  
24                   6.       After credits for partial payments and/or return of inventory, ATN  
25 owes \$404,987.02, exclusive of interest.

**FIRST CLAIM FOR RELIEF**

(For Breach of Contract)

7. Plaintiff realleges and incorporates herein by reference the allegations of paragraphs 1 through 6, inclusive, of this complaint.

8. Beginning on or about December 17, 2010 and continuing until March 15, 2011, ATN issued purchase orders for goods from Plaintiff and promised to pay for such goods delivered to ATN.

9. Plaintiff has performed all of its obligations to ATN, having delivered all goods that were ordered, except for any obligations whose performance was excused.

10. ATN breached its agreement with Plaintiff by failing to pay Plaintiff pursuant to written invoices sent to ATN by Plaintiff.

11. As a direct and proximate result of ATN's breach of contract, Plaintiff has suffered damages in the amount of \$404,987.02.

**SECOND CLAIM FOR RELIEF**

(For Common Count - Open Book Account)

12. Plaintiff realleges and incorporates herein by reference the allegations of paragraphs 1 through 11, inclusive, of this complaint.

13. On or about December 17, 2010, ATN became indebted to Plaintiff in the sum of \$404,987.02 for goods and services sold to ATN, net of credits and/or partial payments.

1           14. Plaintiff has repeatedly demanded payment from ATN. The last  
2 demand was made on or about October 18, 2013.

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4           15. No payment has been made by defendant to plaintiff on the amount  
5 \$404,987.02 due and owing, with interest on that amount at the maximum legal rate and  
6 attorney's fees as provided by law.

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8                           **THIRD CLAIM FOR RELIEF**

9                           (For Common Count – Account Stated)

10           16. Plaintiff realleges and incorporates herein by reference the allegations  
11 of paragraphs 1 through 15, inclusive, of this complaint.

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13           17. An account was stated by and between Plaintiff and ATN wherein it  
14 was agreed that ATN was indebted to Plaintiff in the sum of \$404,987.02.

15  
16           18. No part of said sum has been paid despite Plaintiff's demands. As  
17 such, the sum of \$404,987.02, together with interest thereon at the maximum legal rate, is  
18 now due, owing and unpaid on said account stated.

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20                           **FOURTH CLAIM FOR RELIEF**

21                           (For Common Count – Goods Provided)

22           19. Plaintiff realleges and incorporates herein by reference the allegations  
23 of paragraphs 1 through 18, inclusive, of this complaint.

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25           20. ATN requested that Plaintiff provide certain goods, specifically  
26 components for night vision equipment and related items. Plaintiff provided the goods  
27 requested.

1           21.     ATN has failed to pay for all of the goods provided. The amount of  
2 \$404,987.02 is the reasonable value of the goods provided, which ATN has failed to pay.

3  
4           22.     As a result of ATN's failure to pay the reasonable value for the goods  
5 provided by Plaintiff to ATN, Plaintiff has been harmed.

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7                                 **PRAYER**

8           WHEREFORE, Plaintiff prays for relief as follows:

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10           1.     For compensatory damages against Defendant in an amount according  
11 to proof at trial;

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13           2.     For pre-judgment and post-judgment interest as provided by law;

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15           3.     For costs of suit, including attorney's fees; and

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17           4.     For such other and further relief as the Court may deem just and  
18 proper.

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20                                 **JURY DEMAND**

21           Plaintiff demands a trial by jury.

22           Dated: April 16, 2014

23   SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

24  
25                                 By                         /s/ David A. DeGroot  
26   DAVID A. DeGROOT  
27   Attorneys for Plaintiff  
28   CARSON INDUSTRIES, INC..